

TRANSPORTATION

Aviation Implementation of Article 83 bis

**Agreement Between the
UNITED STATES OF AMERICA
and SAUDI ARABIA**

Signed at Riyadh August 29, 2016

with

Attachments



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SAUDI ARABIA

**Transportation: Aviation
Implementation of Article 83 bis**

Agreement signed at Riyadh

August 29, 2016;

Entered into force August 29, 2016.

With attachments.

Agreement
between the
United States of America, represented by the
Federal Aviation Administration
and the
Kingdom of Saudi Arabia, represented by the
General Authority of Civil Aviation
on the Implementation of Article 83 bis of the
Convention on International Civil Aviation

WHEREAS, Article 83 *bis* of the Convention on International Civil Aviation (Chicago, 1944) (the "Convention"), with a view to enhanced safety, provides that a State of Registry may transfer to the State of the Operator all or part of the State of Registry's functions and duties of registry under Articles 12, 30, 31, and 32(a) of the Convention;

WHEREAS, in line with the International Civil Aviation Organization's *Airworthiness Manual*, Document 9760 (Part V, Guidance on Transfer of Aircraft, International Lease Arrangements and Article 83 *bis* Agreement) and *Manual of Procedures for Operations Inspection, Certification and Continued Surveillance*, Document 8335 AN/879 (Part V, Lease and Charter Operations), an Article 83 *bis* agreement should establish precisely the responsibilities of each party to the transfer of functions and duties;

WHEREAS, with reference to the relevant Annexes to the Convention, this Agreement organizes the transfer from the United States, as the State of Registry, to the Kingdom of Saudi Arabia, as the State of the Operator, of responsibilities normally carried out by the State of Registry, as set out in Article II below;

NOW THEREFORE, the United States of America, represented by the Federal Aviation Administration ("FAA"), and the Kingdom of Saudi Arabia, represented by the General Authority of Civil Aviation ("GACA"), hereinafter referred to as "the Parties", have agreed as follows on the basis of Articles 12, 31, 32(a), and 83 *bis* of the Convention:

ARTICLE I — SCOPE

Section 1. Pursuant to Article 83 *bis*, the United States shall be relieved of responsibility in respect of the functions and duties transferred under this Agreement to the Kingdom of Saudi Arabia. In respect of other contracting States, the transfer shall have effect upon due publicity or notification of this Agreement in accordance with paragraph (b) of Article 83 *bis* of the Convention.

Section 2. The scope of this Agreement shall be limited to general aviation aircraft on the registry of civil aircraft of the United States and operated pursuant to an agreement for the lease, charter, or interchange of the aircraft or any similar arrangement for a term of more than 180 days by operators whose principal place of business is in, or who permanently reside in, the Kingdom of Saudi Arabia. The aircraft subject to this Agreement are identified by make and model, registration number, serial number, and lease expiry date, if applicable, on the list provided in Attachment 1.

ARTICLE II — TRANSFERRED RESPONSIBILITIES

Section 1. Under this Agreement, the Parties agree that the United States of America transfers to the Kingdom of Saudi Arabia the following functions and duties, including oversight and control of relevant items contained in the respective Annexes to the Convention:

Annex 1 — *Personnel Licensing*, issuance and validation of licenses, except radio licensing.

Annex 2 — *Rules of the Air*, enforcement of compliance with applicable rules and regulations relating to the flight and maneuver of aircraft.

Annex 6 — (Part II — *International General Aviation — Aeroplanes* and Part III — *International Operations Helicopters*) all responsibilities that are normally incumbent on the State of Registry.

Annex 8 — *Airworthiness of Aircraft*, airworthiness.

Section 2. When an aircraft becomes subject to this Agreement, the GACA shall notify the owner or the authorized representative of the owner of such aircraft at least ninety days prior to the removal of the FAA Certificate of Airworthiness and issuance of the General Authority of Civil Aviation Certificate of Airworthiness. The GACA shall forward the FAA Certificate of Airworthiness to the FAA designated point of contact for retention in the permanent airworthiness files for that aircraft.

ARTICLE III — NOTIFICATION

Section 1. The Kingdom of Saudi Arabia shall notify directly any States concerned of the existence and contents of this Agreement, as needed. This Agreement, as well as any amendments to it, shall also be registered with the International Civil Aviation Organization ("ICAO") by the United States of America as the State of Registry, or the Kingdom of Saudi Arabia as the State of the Operator, as required by Article 83 and in accordance with the *Rules for Registration with ICAO of Aeronautical Agreements and Arrangements*, ICAO Document 6685.

Section 2. The GACA shall ensure that a certified true copy of this Agreement is placed on board each aircraft subject to this Agreement.

ARTICLE IV — COORDINATION

Section 1. Consultations between the FAA and the GACA shall be held as necessary to discuss both operations and airworthiness matters from inspections that have been conducted by their respective inspectors. Consultations may be held in person or by telephone or video conference.



For the sake of enhanced safety, these consultations shall take place for the purpose of resolving any discrepancies found as a result of the inspections and to ensure that all parties are fully informed about the aircraft operator's operations. The following subjects may be reviewed during these consultations:

- Flight operations;
- Continuing airworthiness and aircraft maintenance and maintenance control manual procedures, if applicable;
- Flight training and cabin crew, when applicable;
- Any other significant matters arising from inspections; and
- Review of the Agreement, including addition or subtraction of aircraft to or from Attachment 1.

The FAA and GACA shall each identify a point of contact for this Agreement.

Section 2. During the implementation of this Agreement, the GACA, representing the State of the Operator, shall inform the FAA prior to any aircraft subject to it being made the object of a subsidiary lease, charter, or interchange or similar arrangement. None of the duties and functions transferred from the United States of America to the Kingdom of Saudi Arabia under this Agreement may be carried out under the authority of a third State. The GACA shall further inform the FAA if it takes certificate action against an airman operating an aircraft subject to the Agreement, where the airman holds an FAA certificate.

Section 3. Subject to reasonable notice, the FAA shall be permitted access to GACA records necessary to verify that the Kingdom of Saudi Arabia is performing the functions and duties transferred under the Agreement.

ARTICLE V — FINAL CLAUSES

Section 1. This Agreement shall enter into force on the date of signature. Any amendments to this Agreement or any attachment thereto shall be agreed by the Parties in writing.


Section 2. Any disagreement concerning the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a checkmark and the letters 'JB'.

In witness whereof, the undersigned representatives of the Parties have signed this Agreement.

For the
United States of America,
Represented by the Federal
Aviation Administration:

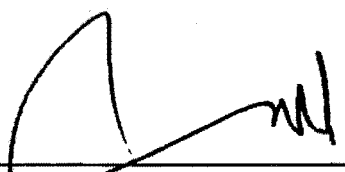
[Signature]


John Barbagallo
Deputy Director,
Flight Standards Service
Federal Aviation Administration

August 29, 2016
Date

Riyadh, KSA
Location

For the
Kingdom of Saudi Arabia,
Represented by the General
Authority of Civil Aviation:


Capt. Abdulhakim M. Al Badir
Assistant President,
Safety, Security and Air Transport
General Authority of Civil Aviation

August 29, 2016
Date

Riyadh, KSA
Location

Attachments:

Attachment 1 — Aircraft Subject to this Agreement

Attachment 2 — Responsibilities of the United States of America and the Kingdom of Saudi Arabia

ATTACHMENT 1

AIRCRAFT SUBJECT TO THIS AGREEMENT

	Registration	MSN	Make and model	Owner	Operator
1	N-851AB	50500241	EMBRAER EMB-505	BANK OF UTAH TRUSTEE	AVIATION SCENCES CO. LTD.
2	N-330SA	LC033	EXTRA-EA300/LC	BANK OF UTAH TRUSTEE	AVIATION SCIENCES CO. LTD
3	N-373AB	750-0243	CESSNA 750	BANK OF UTAH TRUSTEE	SAUDI BIN LADEN
4	N-717BN	5960	BOMBARDIER CL 600-2B16	BANK OF UTAH TRUSTEE	SAUDI BIN LADEN
5	N-657DB	724	FALCON-2000EX	BANK OF UTAH TRUSTEE	SAUDI BIN LADEN
6	N3162H	301-0500	AIR TRACTOR AT-301	SOUTHERN AIRCRAFT CONSULTANCY INC	SCIDCO/ZAD MODERN AERIAL SPRAY
7	N1004G	301-0684	AIR TRACTOR AT-301	SOUTHERN AIRCRAFT CONSULTANCY INC	SCIDCO/ZAD MODERN AERIAL SPRAY
8	N23477	301-0390	AIR TRACTOR AT-301	SOUTHERN AIRCRAFT CONSULTANCY INC	SCIDCO/ZAD MODERN AERIAL SPRAY
9	N700HA	634	GULFSTREAM G5	WILMINGTON TRUST CO. TRUSTEE	HARTH TRADING EST
10	N-482MS	RK-264	RAYTHEON 400A	JETHQ LLC TRUSTEE	MR. FARES ALSAADI

ATTACHMENT 2

RESPONSIBILITIES OF THE UNITED STATES OF AMERICA AND THE KINGDOM OF SAUDI ARABIA

ICAO Doc	Responsibilities of the State of the Operator (Kingdom of Saudi Arabia)
Annex 1	Assume State of the Registry's Licensing and Ratings as defined in Annex 1 chapter 2 (excluding sections 2.2 and 2.5).
Annex 2	Assume State of Registry's responsibilities pertaining to the Rules of the Air defined in Annex 2 chapters 1, 2, and 3.
Annex 6	Assume State of Registry's responsibilities as defined in Annex 6, Part II, and Part III section III.
Annex 8	Assume State of Registry's responsibilities for the airworthiness of the aircraft as defined in Annex 8.